

DEED OF CONVEYANCE

THIS DEED OF CONVEYANCE made this the day of,
Two Thousand and Twenty Three (2023)

BETWEEN

MR. BILASH SARKAR, (PAN: BIWPS3573B & Aadhaar No- 6428 0036 7834) son of Late Birbal Chandra Sarkar, by faith – Christian, by occupation – Service, by Nationality – Indian, having address as 514/1, Dimond Harbour Road, Post Office and Police Station – Thakurpukur, Kolkata – 700063, hereinafter called and referred to as “the **OWNER**” represented by his constituted attorney **MR. ANIKET SINGH (PAN: JGVPS8146D & Aadhaar No. 4718 9943 6172)** son of Mr. Sanjay Singh by faith Hindu, by occupation Business, by Nationality Indian, having address at 549 Block-N New Alipore, Post Office and Police Station - New Alipore, Kolkata-700053 (vide development agreement along with development Power of Attorney duly registered on 01.12.2022 in the office of D.S.R. – V at Alipore and recorded in Book No.I, Volume No.1630-2022, Pages from 192013 to 192047, Being No.05464 for the year 2022) which term or expression shall unless excluded by or repugnant to the subject or context be deemed to include his legal heirs, successors, and/or assigns and/or representatives) of the **FIRST PART:**

A N D

LIVING SPACE (PAN: JGVPS8146D) a proprietary business having address at 1/9A Dover Lane, Post Office and Police Station - Gariahat, Kolkata-700029 represented by its proprietor namely **MR. ANIKET SINGH (PAN: JGVPS8146D & Aadhaar No. 4718 9943 6172)** son of Mr. Sanjay Singh by faith Hindu, by occupation Business, by Nationality Indian, having address at 549 Block-N New Alipore, Post Office and Police Station - New Alipore, Kolkata-700053, hereinafter referred to as “the **DEVELOPER**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to include his legal heirs, successors, and/or assigns and/or representatives) of the **SECOND PART;**

AND

MR., (**PAN:** & **Aadhaar No.**.....) son of, by faith –, by occupation –, by Nationality – Indian, having address as, Post Office -and Police Station –, Kolkata –, hereinafter called and referred to as “the **PURCHASER**” (which term or expression shall unless excluded by or repugnant to the subject or context be deemed to include his legal heirs, successors, and/or assigns and/or representatives) of the **THIRD PART:**

WHEREAS Smt. Maya Rani Sarkar wife of Late Birbal Chandra Sarkar by virtue of a deed of conveyance duly registered before S.R.O. – Behala on 19th February, 1975 and recorded in Book No.I, Volume No.13, Pages 126 to 130 Being No.595 for the year 1975 purchased a piece and parcel of land measuring about 5 Cottahs 14 Chittacks in Mouza – Santoshpur, R.S. Khatian No.14, appertaining to R.S. Dag No.773 and 774 under Police Station – Kasba, District – South 24-Parganas from Sri Anil Chandra Das son of Late Digambar Chandra Das.

AND WHEREAS subsequently in the year 1984 that area was added in the Jurisdiction of Kolkata Municipal Corporation, Ward No.104 but the land is not assessed till now. The land is specifically described in schedule ‘A’ hereunder.

AND WHEREAS said Mayarani Sarkar died intestate on 25th July, 1994 leaving behind her two sons Philip Sarkar @ Binoy Sarkar and Bilash Sarkar as her only legal heirs and successors. Husband of Late Mayarani Sarkar, Birbal Chandra Sarkar predeceased her.

AND WHEREAS after the death of said Mayarani Sarkar, Philip Sarkar @ Binoy Sarkar and Bilash Sarkar both sons of Late Mayarani Sarkar became the joint Owners and successors of that land specifically described in

schedule 'A' hereunder as there was no legal heirs and successors of Late Maya Rani Sarkar excepting them.

AND WHEREAS by a registered deed of gift which was executed by said Philip Sarkar and duly registered before D.S.R. – V, Alipore and recorded in Book No.I, Volume No.1630-2021, Pages 138652 to 138675, Being No.04303 for the year 2021, he gifted his 50% share of the land specifically mentioned in schedule 'A' hereunder in favour of his full blood brother Bilash Sarkar and accordingly said Bilash Sarkar became the absolute owner of Schedule 'A' mentioned property. Subsequently he mutated his name with Kolkata Municipal Corporation and the said land is demarcated as KMC Premises No. 258, Ajanta Road having Assessee No. 311040153607.

AND WHEREAS for comfortable accommodation for the Owner abovenamed have decided to raise construction of a proposed building on the said property as described in the Schedule "A" hereunder and having no such experience, requisite fund and also for personal reasons the Owner abovenamed is in search of a competent developer to place the responsibility of construction or development of the "A" schedule property and thereafter negotiated with the developer abovenamed and ultimately the developer herein took inspection of the said property and all other relevant papers and agreed to take the responsibility for construction or development of the said property and to raise construction of the proposed building as per the building plan to be sanctioned or approved by the Building Department, Kolkata Municipal Corporation and the construction shall be completed with best workmanship as per the specification to be referred in the sanctioned building plan and the specification of fittings and fixture will be the part of this agreement for development. The Development Agreement along with construction agreement and development Power was signed between the parties on 01.12.2022 in the office of D.S.R. – V at Alipore

and recorded in Book No.I, Volume No.1630-2022, Pages from 192013 to 192047, Being No.05464 for the year 2022.

AND WHEREAS the Purchaser here above knowing the fact approached the Vendor/developer to buy the **ALL THAT** piece and parcel of the self contained flat No. in the side on the floor of the multi storied building measuring about Sq.ft. Carpet area and Sq. ft super built up area, with Marble/Tiles floor consisting ofBed rooms,Kitchen, and Toilet in finished and habitable condition together with the undivided proportionate share and interest in the land underneath the said flat and all rights on the common areas and facilities attached thereto along with **covered car parking spaces measuring Sq.ft.** at the **ground floor** at side with right to ingress and outgress of the said car parking space, (car parking space will be used for car parking only and not for any commercial or semi commercial purpose) of this document at the price of **Rs...../- (Rupees)** **only** the prevailing market rate of the local area excluding Electricity and legal expenses and the Vendor accepted the proposal and accordingly an registered Agreement for Sale was signed between the parties on.....

NOW THIS INDENTURE WITNESSETH that in consideration of the sum of **Rs...../- (Rupees)** **only** being the lawful money of the Union of India truly paid by the Purchaser to the Developer herein as per the Memo of Consideration below, the receipt whereof the Developer do hereby admits and acknowledges and the Developer do hereby grant, convey, transfer, assign and assure unto the said Purchaser free from all encumbrances **ALL THAT** piece and parcel of the self-contained flat No. in the side on the floor of the multi storied building measuring about Sq.ft. Carpet area and Sq.ft super built up area, with Marble/Tiles floor consisting ofBed rooms,Kitchen, and toilet in finished and habitable

condition together with the undivided proportionate share and interest in the land underneath the said flat and all rights on the common areas and facilities attached thereto along with **covered car parking spaces measuring** **Sq.ft.** at the **ground floor** at side with right to ingress and outgress of the said car parking space, (car parking space will be used for car parking only and not for any commercial or semi commercial purpose) **KMC Premises No. 258, Ajanta Road P.O. – Santoshpur, Police Station – Survey Park, Kolkata – 700 075, District – South 24-Parganas** specifically mentioned in the drawing attached hereto together with undivided proportionate share of land mentioned in Schedule ‘A’ above and user rights of all common areas and facilities of the said **KMC Premises No. 258, Ajanta Road P.O. – Santoshpur, Police Station – Survey Park, Kolkata – 700 075, District – South 24-Parganas** more fully described in the **SCHEDULE “B”** hereunder with half of the depth in all the joints by and between its ceiling and the floor above with full ownership of all doors, windows, fittings, fixtures, both sanitary and electrical and all external and internal **TOGETHER WITH** the undivided proportionate share and interest in the land underneath as described in the **SCHEDULE “B”** hereunder and more fully depicted in the sketch map annexed hereto marked with **RED BORDER** and all ways, passages, drains, water courses **TOGETHER WITH** the benefits of all ancient and other rights, liberties, easements, appurtenances, appendages **AND** all estate, right, title, interest, claim in the said property whatsoever, the Developer has or had in the said property free from all encumbrances, attachments, charges, liens, lispens, suits and proceedings, in any manner whatsoever excepting the right of demolition or committing waste and **TO HAVE AND TO HOLD** the said property hereby conveyed to the Purchaser absolutely and forever **AND THAT** the Developer do hereby grant, transfer, convey, release and assign unto the Purchaser the said **ALL THAT** piece and parcel of the self-contained flat No. in the side on the floor of the multi storied building measuring about Sq.ft. Carpet area

and sq ft super built up area, with Marble/Tiles floor consisting ofBed rooms,Kitchen, and Toilet in finished and habitable condition together with the undivided proportionate share and interest in the land underneath the said flat and all rights on the common areas and facilities attached thereto along with **covered car parking spaces measuring Sq.ft.** at the **ground floor** at side with right to ingress and outgross of the said car parking space, (car parking space will be used for car parking only and not for any commercial or semi commercial purpose) together with undivided proportionate share of land mentioned in **SCHEDULE 'A'** above and user rights of all common areas and facilities of the said **KMC Premises No. 258, Ajanta Road P.O. – Santoshpur, Police Station – Survey Park, Kolkata – 700 075, District – South 24-Parganas TOGETHER WITH** the undivided proportionate share and interest in the land underneath more fully and particularly described in the **SCHEDULE - "B"** hereunder and morefully delineated in the sketch map annexed hereto marked with **RED BORDER** with all easements, appurtenances, rights, liberties and also all other rights on the common areas and facilities attached to the said flat, morefully and particularly described in the **SCHEDULE - "C"** hereunder hereby granted, sold, transferred, conveyed, released, assigned, confirmed, absolutely, expressed or intended so to be unto and to the use of the Purchaser absolutely and forever free from all encumbrances and the Purchaser may and shall at all times hereafter peaceably and quietly possess each and every part thereof without any lawful interruption from any quarter **AND** the Developer doth hereby covenant with the Purchaser **THAT NOTWITHSTANDING** any act, deed, matter or thing by the Landowner as well as the Developer made, done or executed or knowingly suffered to the contrary **AND** the Developer has now good right, full power and absolute authority to grant, transfer, convey, release, confirm and assign the said **Floor** flat and Covered Car Parking Space described in **SCHEDULE - "B"** hereunder **TOGETHER WITH** the undivided

proportionate share and interest in the land underneath and all rights, liberties, privileges in the common areas and facilities, of the said flat and Covered Car Parking Space hereby granted, sold, transferred, conveyed, released, assigned and confirmed expressed or intended so to be unto and to the use of the Purchaser absolutely and forever in the manner aforesaid and the Developer and all persons having lawfully and/or equitably claiming any estate or inheritance in the said piece and parcel in the undivided proportionate share and interest in the land in respect of **ALL THAT** piece and parcel of the self-contained flat No. in the side on the floor of the multi storied building measuring about Sq.ft. carpet area and Sq ft. super built up area, with Marble/Tiles floor consisting ofBed rooms,Kitchen, and Toilet in finished and habitable condition together with the undivided proportionate share and interest in the land underneath the said flat and all rights on the common areas and facilities attached thereto along with **covered car parking spaces measuring Sq.ft.** at the **ground floor** at side with right to ingress and outgress of the said car parking space, (car parking space will be used for car parking only and not for any commercial or semi commercial purpose) at **KMC Premises No. 258, Ajanta Road P.O. – Santoshpur, Police Station – Survey Park, Kolkata – 700 075, District – South 24-Parganas** be the same a little more or less **TOGETHER WITH** all rights, liberties, privileges in the common areas and facilities with the rights of common use and all other easements and appurtenances hereby granted, transferred, sold, assigned, conveyed and released in favour of the Purchaser herein morefully described in the **SCHEDULE - “B”** hereunder and morefully depicted in the sketch map annexed hereto marked with **RED** border **TOGETHER WITH** all rights, liberties, privileges in the common areas and facilities of the said building thereto hereby granted, sold, transferred or in trust or the Developer and the Landowner shall and will from time to time and at all times hereafter at the requests and costs of the Purchaser shall

do and execute and cause to be done and executed all such further or other acts, deeds, matters or things further or more perfectly assuring the said flat and Covered Car Parking Space unto and to the use of the Purchaser.

THE DEVELOPER DO HEREBY COVENANT WITH THE PURCHASER as follows:-

- 1) That the Developer has good right, full power and absolute authority to transfer and assign the said impartible proportionate share and interest in the land and the said flat and the car parking space and the properties appurtenant thereto in the manner mentioned hereinabove notwithstanding any act deed or thing done, omitted or committed by the landowner/developer or any of them or suffered to the contrary.
- 2) That the Purchaser shall and may at all times hereafter peacefully and quietly possess and enjoy the impartible proportionate share of the land and the said flat and car parking space and the properties appurtenant thereto and the said right to common passage and facilities and receive the rents, issues, profits thereof without any lawful eviction, claims, or demands whatsoever from or by the Developer or any of them or any person claiming through under or in trust for the landowner/developer free from all encumbrances. In the contrary the Purchaser having no rights to interfere with other flats of developers allocations.
- 3) That the Developer and all persons having or claiming any estate or interest in the premises or any part thereof under or in trust for the Developer shall and will at all reasonable times hereafter at the request and cost of the Purchaser do and execute or cause to be done or executed all such acts, deeds, things for further and more perfectly assuring the said land and the said flat and the properties

appurtenant thereto unto the Purchaser as the Purchaser shall and may reasonably require.

THE PURCHASER DO HEREBY COVENANT TO THE DEVELOPER as follows:-

- 1) That the Purchaser shall and will at all times pay all dues, hereunder mentioned in the **SCHEDULE - "D"** and the share of proportionate Municipal Taxes payable for the said flat shall otherwise fulfil, perform and observe the terms and conditions hereto.
- 2) The Purchaser shall not use the said flat or any portion thereof in such manner which may or is likely to cause nuisance or annoyance to the occupiers of other flats in the building or to the owners or occupiers of the adjoining or neighboring premises nor shall use the same for any illegal or immoral purpose.
- 3) The Purchaser shall not at any time harm or cause to be harm or damage the structure of the flats or any part thereof nor will he at any time make or cause to be made any addition or alteration of whatsoever nature of the flat and Car Parking Space or any part thereof so as to affect the structural condition of the building and the contrary to the sanctioned building plan.
- 4) The Purchaser is being fully satisfied about the quality of construction work, floor area of the flat and Car Parking Space with fittings & fixtures provided by the developer of herein. The Purchaser hereby covenant to keep the flat, common walls, sewerage, drains, pipes and other fittings and fixtures and appurtenances in the said flat and Car Parking Space in good working condition and in particular so as to support shelter and protect all the parts of the building including her floor spaces.

- 5) The Purchaser agree and undertake to be a member of the Association which may be formed and the purchaser also agree from time to time to sign and execute applications and all other documents for the formation and registration of the said Association including the Rules of such Association for conduct of business and signed and returned all such forms and applications after furnishing all particulars. But the Purchaser has no authority to interfere regarding usages of other flats under developer's allocations.
- 6) That the Purchaser further agrees and undertakes to pay the proportionate share of the Maintenance cost of the Building of the Association directly and receive the valid receipt from the Association and shall be the part of the said association.

THE DEVELOPER AND THE PURCHASER AND THE LAND OWNER COVENANT WITH EACH OTHER as follows :-

1. That the Purchaser shall be liable to pay directly to the authorities or contribute in proportion to the floor area of the flat and Car Parking Space hereby conveyed to the Purchaser towards the payment of Municipal taxes and other outgoings payable in respect of the said flat and Car Parking Space hereby conveyed in favour of the Purchaser and the Purchaser also undertakes to pay all proportionate maintenance and upkeep of the common areas and facilities proportionately.
2. The Purchaser shall have full and absolute proprietary right such as the Developer derive from her title save and except that of demolition or committing waste in respect of the property described in the **SCHEDULE - "B"** hereunder in any manner so as to affect the vendor or any other co-owners who have already acquired or who may hereafter purchase or acquire similar proprietary rights as covered by this conveyance.

3. The Purchaser shall also be entitled to sell, mortgage, let out or otherwise alienate the property hereby conveyed subject to the terms herein contained to any one without the consent of the Developer or any other co-owners who may have acquired before and who may hereafter acquire any such right title or interest similar to those as acquired by the purchaser under the terms of this conveyance.
4. The Purchaser undivided interest in the land as described in the schedule hereunder shall remain joint for all times with the Developer, Landowner and/or other co-owners who may therefore or hereto before have acquired right title and interest in the land in any flat and Car Parking Space in the said building it is hereby declared that the interest in the land is impartible.

BE IT STATED that the Developer shall support any application made by the Purchaser for mutation of her name in the office of the Kolkata Municipal Corporation and other authorities in respect of the said flat and Car Parking Space hereby conveyed and will at the costs of the purchaser do all that they may be required to do for that purpose.

It is further declared by the vendors that land and flat and Car Parking Space hereby sold has not been previously leased, sold or in any way transferred by the Developer as there is no charge, lien, lispendens encumbrances and attachments whatsoever. There is no case suit or proceeding pending before any court or law against the said land. The Developer alongwith landowners sold the said land and structure while having good clear and marketable title therein and free from all encumbrances and also at the time of execution of this Deed of conveyance in favour of the Purchaser.

If any error or omission is found to have taken place in this Deed in future the Developer shall at the costs and request of the Purchaser her heirs,

successors, executors representatives, administrator and assign do and execute or cause to be done and executed Deed or Declaration or any Supplementary Deed in favour of the Purchaser or heirs, successors executors representatives and assigns.

THE SCHEDULE –“A” ABOVE REFERRED TO:

(Description of Land and Building)

ALL THAT piece and parcel of **bastu** land measuring about **5 Cottahs 14 Chittacks** in Mouza – Santoshpur, R.S. Khatian No.14, appertaining to R.S. Dag No.773 and 774 under Police Station – Kasba then Purba Jadavpur now Survey Park, Post Office – Santoshpur, under Kolkata Municipal Corporation, Ward No.104, along with **100 sq. ft. tin shed structure at KMC Premises No. 258, Ajanta Road having Assessee No. 311040153607, P.O. – Santoshpur, Police Station – Survey Park, Kolkata – 700 075**, District – South 24-Parganas which is butted and bounded as follows :-

ON THE NORTH : Residential house;
ON THE SOUTH : Residential house;
ON THE EAST : Residential house;
ON THE WEST : **15 ft.** wide road.

THE SCHEDULE “B” ABOVE REFERRED TO:

(Description of Flat)

ALL THAT piece and parcel of the self contained flat No. in the side on the floor of the multi storied building measuring about Sq.ft. carpet area and Sq.ft. super built up area, with Marble/Tiles floor consisting ofBed rooms,Kitchen, and Toilet, in finished and habitable condition together with the undivided proportionate share and interest in the land underneath the said flat and all rights on the common areas and facilities attached thereto and **covered car parking spaces measuringSq.ft.** at the **ground floor**

at **side** with right to ingress and outgress of the said car parking space, more fully and particularly delineated in the sketch plan annexed hereto and marked with **RED** border.

THE SCHEDULE “C” ABOVE REFERRED TO

(Common Areas)

1. Common paths, passages and main entrances to the Premises and the Building.
2. Common Boundary walls and main gate.
3. Common Darwan’s living area (if any).
4. Drainage and Sewerage and all pipes and other installations for the same (except only those as are installed within the exclusive area of any flat and / or exclusively for its use).
5. Low tension and / or high tension electrical installations and its room (if any) and all electrical wiring and other fittings (excluding only those as are installed within the exclusive area of any flat and / or exclusively for its use).
6. Stair cases, stair case landings and / or midland on all floors in the Building (except the room).
7. Lobbies on the Ground floor of the Building (except the room).
8. Water Pumps, water pump rooms, water reservoir, water tanks, meter rooms and all common plumbing installations for carriage of water (save only those as are exclusively within and for use of any flat) on and / or to and / or in respect of the Building.
9. Right to use of the Roof & parapet walls.
10. Such other common parts, equipments, installations, fittings, fixtures and spaces in or about the land and the Building as are necessary for passage to and / or user of the flats in common by the Co-Owners.
11. **Lift for common use.**

THE SCHEDULE “D” AS REFFERED TO

(Common expenses)

- 1) All electricity charges payable in common for common portions of the buildings.
- 2) Premium for insurance of the building if any made.
- 3) Municipal and all other taxes levied on the building and other outgoings and any other charges required for payment towards the common use and enjoyment.
- 4) Salaries and / or wages for Durwan (if any), Sweeper, etc.
- 5) Regular maintenance of the building and attachment including periodical paintings of the outer side of the buildings and common spaces.
- 6) Maintenance of Sewerage lines, External pipelines, sanitary tanks, underground water reservoir and other common attachments.
- 7) Any other common expenses that the Association of Buyers may decide, if any, all formed by the flat Owner.

IN WITNESS WHEREOF the **PARTIES** hereto set and subscribe their respective hands and seals on the day, month and year first above written.

SIGNED, SEALED AND DELIVERED

in the presence of :

WITNESSES:

1.

As his constituted attorney of Bilash Sarkar

SIGNATURE OF THE Vednor

2.

SIGNATURE OF THE DEVELOPER

SIGNATURE OF THE PURCHASER

Drafted by me :

Advocate

MEMO OF CONSIDERATION

RECEIVED from the within-named **PURCHASER** the within-mentioned sum of **Rs...../- (Rupees)** **only** as per allotment money as per Memo given below:

Date	Cheque No.	Drawn on	Amount
		Total	Rs...../-

(Rupees) only

WITNESSES:

1.

SIGNATURE OF THE DEVELOPER

2.